

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assumption Agreement") is entered into and effective as of August 8, 2014 by and between (i) United Tactical Systems, LLC, a Delaware limited liability company ("Purchaser"), and (ii) Advanced Tactical Ordnance Systems, LLC, an Indiana limited liability company ("Seller"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Purchaser, Seller and the other Selling Parties named therein are parties to that certain Asset Purchase Agreement, dated as of July 25, 2014 (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Assumption Agreement is contemplated by Section 2.2(e) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Assignment of Assumed Liabilities. Seller hereby assigns, and Purchaser hereby assumes at the Closing and agrees to pay, discharge or perform, the Assumed Liabilities of such Seller to the extent provided in the Purchase Agreement. Purchaser will not assume, agree to pay, discharge or perform or have any responsibility, however, with respect to any Excluded Liability. Seller hereby acknowledges that it is retaining and shall pay, discharge and perform the Excluded Liabilities, and Purchaser shall have no responsibility for, the Excluded Liabilities.

2. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assumption Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assumption Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the obligations (including the obligations of Purchaser with respect to the Assumed Liabilities) of the parties contained in the Purchase Agreement or the survival thereof. This Assumption Agreement hereby incorporates by reference the Purchase Agreement and said Purchase Agreement shall be considered a part of this Assumption Agreement as if fully set forth herein.

3. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 10.17 of the Purchase Agreement.

4. Severability of Provisions. Any term or provision of this Assumption Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to

allow for enforceability and to give effect to the original intent of the parties to the extent possible.

5. Amendments. No amendment of any provision of this Assumption Agreement shall be valid unless the same shall be in writing and signed by Seller and Purchaser.

6. Counterparts. This Assumption Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

7. Delivery by Facsimile or PDF. This Assumption Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

8. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9. No Third Party Beneficiaries. This Assumption Agreement is for the sole benefit of the parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties and such permitted successors and assigns, any legal or equitable rights hereunder.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

UNITED TACTICAL SYSTEMS, LLC

By: _____

Name: (b) (6)

Its: _____

**ADVANCED TACTICAL ORDNANCE
SYSTEMS, LLC**

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

UNITED TACTICAL SYSTEMS, LLC

By: _____
Name:
Its:

**ADVANCED TACTICAL ORDNANCE
SYSTEMS, LLC**

By: _____
Name: (b) (6)
Its: _____

United Tactical Systems, LLC
Balance Sheet (preliminary & unaudited)

Period Ending: October 31, 2014

	<u>Oct FY2014</u>
Assets	
Cash	\$ 424
Accounts Receivable	2,304
Inventory	1,430
Prepaid & Other Current	<u>130</u>
Total Current Assets	\$ 4,288
 Fixed Assets (net)	 \$ 1,045
Product Deposits	320
Intangibles/Goodwill	30,306
 Total Assets	 <u>\$ 35,959</u>
 Liabilities & Equity	
Accounts Payable	\$ 526
Other Current Liabilities	<u>546</u>
Total Current Liabilities	\$ 1,073
 Debt - LT	 \$ 15,219
Equity	19,540
Retained Earnings - CY	127
 Total Liabilities & Equity	 <u>\$ 35,959</u>

ATO Systems, LLC
Balance Sheet (unaudited)

Period Ending: August 7, 2014

	<u>Aug FY2014</u>
Assets	
Cash	\$ 72
Accounts Receivable	343
Inventory	847
Prepaid & Other Current	<u>18</u>
Total Current Assets	\$ 1,280
Fixed Assets (net)	\$ 523
Product Deposits	1
Intangibles/Goodwill	723
Total Assets	<u>\$ 2,528</u>
Liabilities & Equity	
Accounts Payable	\$ 570
Other Current Liabilities	<u>778</u>
Total Current Liabilities	\$ 1,348
Debt - LT	\$ 185
Members Equity	200
Members Distributions	(6,888)
Accumulated Earnings	7,683
Total Liabilities & Equity	<u>\$ 2,528</u>

**CERTIFICATE OF MANAGER OF
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC**

In connection with the closing of the transactions contemplated by the Asset Purchase Agreement dated as of July 25, 2014 ("Agreement") by and among (i) Tactical Air Games, Inc., an Indiana corporation ("TAG"), (ii) Tiberius Arms, LLC, an Indiana limited liability company ("Tiberius Arms"), Tiberius Holdings, LLC, an Indiana limited liability company ("Tiberius Holdings"), (iv) Advanced Tactical Ordnance Systems, LLC, an Indiana limited liability company ("ATO"), (v) Perfect Circle Projectiles, LLC, an Illinois limited liability company ("PCP"), (vi) PC IP Group, LLC (Series-PC), an Illinois series limited liability company ("PCIP PC"), (vii) PC IP Group, LLC (Series-FN), an Illinois series limited liability company ("PCIP FN" and together with PCIP PC, "PCIP") (viii) the TAG Owners, (ix) the PCP Owners, (x) (b) (6)

(b) (6) acting jointly, as the representative of the Selling Parties (the "Sellers Representative"), and (xi) United Tactical Systems, LLC, a Delaware limited liability company ("Purchaser"). TAG, Tiberius Arms, Tiberius Holdings, ATO, PCP, PCIP, the TAG Owners and PCP Owners are collectively referred to from time to time as the "Selling Parties," and, each, a "Selling Party". Capitalized terms used but not otherwise defined herein shall have the meaning given to such term in the Agreement.

1. Each of the representations and warranties of ATO contained in the Agreement that are qualified as to materiality or Material Adverse Effect were true and correct when made and are true and correct as of the date hereof as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date), and each of the representations and warranties contained in the Agreement that are not qualified were true and correct when made in all material respects and are true and correct as of the date hereof as if made at and as of such time (except to the extent expressly made as of an earlier date, in which case as of such date) in all material respects;
2. ATO has duly performed or complied in all material respects with all obligations required by the Agreement and all other agreements and instruments contemplated thereby to be performed or complied with prior to or at the Closing;
3. There has been no Material Adverse Effect;
4. The persons listed below are the duly elected and incumbent Managers of ATO and the signature set forth opposite such person's name is his true and correct signature:

(b) (6)

(b) (6)
5. Attached hereto as Exhibit A are true and correct copies of resolutions duly adopted by the Members and Manager of ATO authorizing the Agreement and the transactions contemplated by the Agreement;
6. The resolutions set forth in Exhibit A are still in full force and effect as of the date hereof, and have not been revoked or modified.

7. Attached hereto as Exhibit B is a certificate issued by the Indiana Secretary of State evidencing that the Seller is in good standing as of August 4, 2014;

All capitalized terms contained in this Certificate that are not otherwise defined in this Certificate shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on behalf of and solely in his capacity of Manager of Advanced Tactical Ordnance Systems, LLC this 8th day of August, 2014.

(b) (6)

(b) (6)

Advanced Tactical Ordnance Systems, LLC

EXHIBIT A

Resolutions

(See attached)

**WRITTEN CONSENT IN LIEU OF
A SPECIAL MEETING OF THE
MEMBERS AND MANAGER OF
ADVANCED TACTICAL ORDNANCE SYSTEMS, LLC**

The undersigned, being all of the Members and the Manager of Advanced Tactical Ordnance Systems, LLC, an Indiana limited liability company (the "Company") hereby consent in writing to the taking of the following actions in lieu of holding a special meeting and hereby waive any notice whatsoever required to be given in connection therewith:

RESOLVED, that the Company is hereby authorized to sell substantially all of its assets to United Tactical Systems LLC, a Delaware limited liability company (the "Buyer"), in consideration for the payment of) \$24,772,696, plus or minus adjustments, pursuant to the terms and conditions set forth in that certain Asset Purchase Agreement dated as of July 25, 2014, by and among (i) the Company, (ii) Tiberius Arms, LLC, an Indiana limited liability company ("Tiberius Arms"), Tiberius Holdings, LLC, an Indiana limited liability company ("Tiberius Holdings"), (iv) Tactical Air Games, Inc., an Indiana corporation ("TAG"), (v) Perfect Circle Projectiles, LLC, an Illinois limited liability company ("PCP"), (vi) PC IP Group, LLC (Series-PC), an Illinois series limited liability company ("PCIP PC"), (vii) PC IP Group, LLC (Series-FN), an Illinois series limited liability company ("PCIP FN" and together with PCIP PC, "PCIP") (viii) theTAG Owners, as that term is defined in the Asset Purchase Agreement, (ix) the PCP Owners, as that term is defined in the Asset Purchase Agreement, (x) (b) (6)

(b) (6) acting jointly, as the representative of the Selling Parties (the "Sellers Representative"), and (xi) United Tactical Systems, LLC, a Delaware limited liability company ("Purchaser"), a draft of which has been circulated with this Consent (the "Asset Purchase Agreement").

FURTHER RESOLVED, that the Manager of the Company, (b) (6) hereby authorized, empowered and directed to (i) execute and deliver the Asset Purchase Agreement, (ii) execute and deliver such other documents, instruments and certificates, and (iii) take such other actions, as he deems necessary or appropriate in order to effectuate the sale of substantially all of the assets of Company to Buyer, the taking of such actions and the execution of such documents, instruments and certificates to represent his approval and acceptance of the same.

FURTHER RESOLVED, that the Company authorizes (b) (6) to jointly serve as the Sellers Representative under the Asset Purchase Agreement, to take all actions, to execute all documents and to have all authority granted to or required of the Sellers Representative under the Asset Purchase Agreement.

Dated this 8th day of August, 2014.

PERFECT CIRCLE PROJECTILES, LLC

By: (b) (6)

(b) (6)

TACTICAL AIR GAMES, INC.

By: (b) (6)

Being all of the Members of Advanced
Tactical Ordnance Systems, LLC,
an Indiana limited liability company

Being the sole Manager of Advanced
Tactical Ordnance Systems, LLC,
an Indiana limited liability company

Dated this 8th day of August, 2014.

PERFECT CIRCLE PROJECTILES, LLC

By: _____

(b) (6)

(b) (6)

(b) (6)

TACTICAL AIR GAMES, INC.

(b) (6)

By: _____

(b) (6)

Being all of the Members of Advanced
Tactical Ordnance Systems, LLC,
an Indiana limited liability company

Being the sole Manager of Advanced
Tactical Ordnance Systems, LLC,
an Indiana limited liability company

EXHIBIT B

Good Standing

(See attached)

**STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
CERTIFICATE OF EXISTENCE**

To Whom These Presents Come, Greetings:

I, Connie Lawson, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records, and proper official to execute this certificate.

I further certify that records of this office disclose that

ADVANCED TACTICAL ORDNANCE SYSTEMS LLC

duly filed the requisite documents to commence business activities under the laws of State of Indiana on December 29, 2011, and was in existence or authorized to transact business in the State of Indiana on August 04, 2014.

I further certify this Domestic Limited Liability Company (LLC) has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution or expiration has been filed or taken place.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the city of Indianapolis, this Fourth Day of August, 2014.

(b) (6)

Connie Lawson, Secretary of State

2011122900128 / 2014080448303



January 15, 2015

To Whom It May Concern:

Please consider this letter our summary of our request to change our single GSA contract GSA-GS07F0067M.

Below is a summary of the transaction:

1. - All of the assets of Advanced Tactical Ordnance Systems, LLC were purchased by United Tactical Systems, LLC.
2. - United Tactical Systems will be selling the PepperBall brand
3. - There is a new owner, new TAX ID, new address, new name.
4. - The DUN's number remains the same.
5. - United Tactical Systems, LLC assumed the contracts of Advanced Tactical Ordnance Systems, LLC (this occurred on August 8, 2014).

Company Changing From:

Advanced Tactical Ordnance Systems, LLC
DBA PepperBall Technologies
2713 W. Ferguson Road
Fort Wayne, IN 46809
DUNS: 078537385
CAGE: 6XHG5
EIN:45-4117961

To:

United Tactical Systems, LLC
DBA Conflict Defense Solutions
28101 Ballard Drive, Suite F
Lake Forest, IL 60045
DUNS: 078537385
CAGE: 6XHG5
EIN: 47-1404090

Please let me know if you need anything further.

Thank you,

(b) (6)

Senior Sales Analyst & San Diego Sales Office Manager
United Tactical Systems, LLC
Conflict Defense Solutions

(b) (6)

Toll Free: (877) 887-3773 * Fax: (858) 638-0781
www.pepperball.com

San Diego Sales Office:
United Tactical Systems, LLC
Conflict Defense Solutions
6540 Lusk Blvd., Suite C137
San Diego, CA 92121

Headquarters:
United Tactical Systems, LLC.
Conflict Defense Solutions
28101 Ballard Drive, Suite F
Lake Forest, IL 60045

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "UNITED TACTICAL SYSTEMS, LLC", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JULY, A.D. 2014, AT 4:49 O'CLOCK P.M.



5570722 8100

140968166

You may verify this certificate online
at corp.delaware.gov/authver.shtml

(b) (6)

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1545520

DATE: 07-17-14

CERTIFICATE OF FORMATION

OF

UNITED TACTICAL SYSTEMS, LLC

This Certificate of Formation is being executed as of July 17, 2014 for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. Name. The name of the limited liability company is United Tactical Systems, LLC (the "Company").

2. Registered Office and Registered Agent. The address of the Company's registered office in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name and address of the registered agent of the Company for service of process in the State of Delaware is The Corporation Trust Company located at 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

(b) (6)

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle
Chicago, Illinois 60654

(312) 862-2000

www.kirkland.com

Facsimile:
(312) 862-2200

December 16, 2014

Loren S. Kolba
Government Service Administration
FAS, Greater Southwest Acquisition Center (7FC)
819 Taylor Street, Rm 6A06
Fort Worth, TX 76102

Re: *Novation of Advanced Tactical Ordnance Systems LLC's Federal Supply
Schedule Contract No. GS-07F-0067M to United Tactical Systems, LLC*

Ms. Kolba:

This letter is provided in connection with the novation of GSA Federal Supply Schedule Contract No. GS-07F-0067M (the "Contract") to be assigned by Advanced Tactical Ordnance Systems, LLC, an Indiana limited liability company (the "Transferor"), to United Tactical Systems, LLC, a Delaware limited liability company (the "Transferee") (collectively the Transferor and the Transferee are the "Parties"), in connection with the assignment by the Transferor and the assumption by the Transferee of the Contract pursuant to that certain Assignment and Assumption Agreement dated as of August 8, 2014 (the "Assignment Agreement") executed by the Transferor in favor of the Transferee. We are issuing this opinion letter in our capacity as special legal counsel to the Transferee.

In connection with rendering the opinions expressed herein, we have reviewed originals or copies of the following:

- The unanimous written consent of the Managing Member of the Transferee, dated as of August 8, 2014, approving the Assignment Agreement;
- The Assignment Agreement;
- The Assignment and Bill of Sale, by and between the parties, dated as of August 8, 2014.
- The Asset Purchase Agreement, by and among the Transferee, Transferor, and the other parties named therein, dated as of July 25, 2014.

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- Certificate of Good Standing for the Transferee issued by the Secretary of State of the State of Delaware on August 5, 2014;

Subject to the assumptions, qualifications, exclusions and other limitations which are identified in this letter, we advise you, and with respect to each legal issue addressed in this letter, it is our opinion that:

1. The Transferee is a limited liability company existing under the Limited Liability Company Act of the State of Delaware.
2. The Transferee has the limited liability company power to execute the Assignment Agreement.
3. The Transferee has taken the limited liability company action necessary to authorize its execution, delivery and performance of the Assignment Agreement.
4. The Assignment Agreement is a valid and binding obligation of the Transferee, and is enforceable against the Transferee in accordance with its terms.
5. The execution of the Assignment Agreement will not violate any provisions of the Transferee's Certificate of Formation or Operating Agreement.
6. The transfer of the Contract pursuant to the Assignment Agreement was properly effected under applicable law, and the assignment was effective August 8, 2014.

With your consent, we have assumed for purposes of this letter and the opinions herein:

(a) that each document we have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine, and that all natural persons who have signed any document have the legal capacity to do so;

(b) that the Assignment Agreement and every other agreement we have examined for purposes of this letter has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and binding obligation of each party to that document, enforceable against each such party in accordance with its respective terms and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement and that each party to the Assignment Agreement is in good standing and duly incorporated or organized under the laws of its jurisdiction of organization (except that we make no such assumption in this paragraph (b) with respect to the Transferee);

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(c) there are no agreements or understandings among the parties, written or oral (other than the Assignment Agreement), and there is no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Assignment Agreement; and

(d) that the status of the Assignment Agreement as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities, provided that we make no such assumption to the extent we have opined as to such matters with respect to the Parties herein.

In preparing this letter, we have relied without any independent verification upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Assignment Agreement; (iii) factual information provided to us in a support certificate signed by the Transferor; and (iv) factual information we have obtained from such other sources as we have deemed reasonable; and we have examined the originals or copies certified to our satisfaction, of the corporate and limited liability/company records of the Parties as we deem necessary for or relevant to our opinions. We have assumed without investigation that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

The terms “actual knowledge”, “knowledge” and “aware” whenever used in this letter with respect to our firm mean conscious awareness at the time this letter is delivered on the date it bears by the following Kirkland & Ellis LLP lawyers who have had significant involvement with negotiation or preparation of the Assignment Agreement (herein called “our Designated Transaction Lawyers”): (b) (6)

Each opinion (an “enforceability opinion”) in this letter that any particular contract is a valid and binding obligation, is enforceable in accordance with its terms or creates a security interest is subject to: (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors’ rights and remedies generally and judicially developed doctrines in this area such as substantive consolidation and equitable subordination; (ii) the effect of general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity); (iii) an implied covenant of good faith and fair dealing; and (iv) other commonly recognized statutory and judicial constraints on enforceability including statutes of limitations. “General principles of equity” include but are not limited to: principles limiting the availability of specific performance and injunctive relief; principles which limit the availability of a remedy under certain circumstances where another remedy has been elected; principles requiring reasonableness, good

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faith and fair dealing in the performance and enforcement of an agreement by the party seeking enforcement; principles which may permit a party to cure a material failure to perform its obligations; and principles affording equitable defenses such as waiver, laches and estoppel.

Nothing contained in this letter covers or otherwise addresses any of the following types of provisions which may be contained in the Assignment Agreement:

- (i) provisions mandating contribution towards judgments or settlements among various parties;

- (ii) waivers of benefits and rights to the extent they cannot be waived under applicable law;

- (iii) provisions providing for penalties, liquidated damages, acceleration of future amounts due (other than principal) without appropriate discount to present value, late charges, prepayment charges, interest upon interest, or increased interest rates upon default;

- (iv) provisions which might require indemnification or contribution in violation of general principles of equity or public policy, including, without limitation, indemnification or contribution obligations which arise out of the failure to comply with applicable state or federal securities laws;

- (v) agreements to submit to the jurisdiction of any particular court or other governmental authority (either as to personal or subject matter jurisdiction); provisions restricting access to courts; waiver of service of process requirements which would otherwise be applicable; waiver of the right to a jury trial and provisions otherwise purporting to affect the jurisdiction and venue of courts;

- (vi) choice-of-law provisions;

- (vii) provisions regarding arbitration;

- (viii) covenants not to compete; or

- (ix) requirements in the Assignment Agreement specifying that provisions thereof may only be waived in writing.

Except as expressly otherwise set forth in this letter, our advice on every legal issue addressed in this letter is based exclusively on the internal laws of the State of New York or the Federal laws of the United States which, in each case, in our experience is generally applicable both to general business corporations which are not engaged in regulated business activities and to the

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assignment of the type contemplated by the Assignment Agreement (but without our having made any special investigation as to any other laws), except that we express no opinion or advice as to any law or legal issue which might be violated by any misrepresentation or omission or a fraudulent act. For purposes of the opinion in paragraphs 1, we have relied exclusively upon the certificates issued by the relevant governmental authority in the applicable jurisdiction, and such opinion is not intended to provide any conclusion or assurance beyond that conveyed by such certificates. For the purposes of paragraphs 2, 3, 5 and 6 our opinions are based solely upon the provisions of the Limited Liability Company Act of the State of Delaware, (without regard to judicial interpretation thereof or rules or regulations promulgated thereunder), as published by Aspen Publishers, Inc., as supplemented through September 15, 2014. We note however that we are not admitted to practice law in the State of Delaware, and without limiting the forgoing we expressly disclaim any opinions regarding Delaware contract law or general Delaware law that may be incorporated expressly or by operation of law into any organizational document entered into pursuant thereto.

None of the opinions or other advice contained in this letter considers or covers: (i) any federal or state securities (or “blue sky”) laws or regulations (other than our opinion in paragraph 8 regarding the Investment Company Act) or Federal Reserve Board margin regulations (other than our opinion in paragraph 16) or (ii) federal or state antitrust and unfair competition laws and regulations, pension and employee benefit laws and regulations, compliance with fiduciary duty requirements, federal and state environmental, land use and subdivision, tax, racketeering (e.g., RICO), health and safety (e.g., OSHA), and labor laws and regulations, federal and state laws, regulations and policies concerning national and local emergency, possible judicial deference to acts of sovereign states and criminal and civil forfeiture laws, and other federal and state statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes).

We also express no opinion regarding any laws relating to terrorism or money laundering, including Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) (the “Terrorism Executive Order”) or any related enabling legislation or any other similar executive order (collectively with the Terrorism Executive Order, the “Executive Orders”), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the “Patriot Act”), any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and

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Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

We express no opinion as to what law might be applied by any other courts to resolve any issue addressed in this letter. We advise you that issues addressed by this letter may be governed in whole or in part by other laws, but we express no opinion as to whether any relevant difference exists between the laws upon which our opinions are based and any other laws which may actually govern.

This opinion letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which our Designated Transaction Lawyers did not have actual knowledge at that time, by reason of any change subsequent to that time in any law covered by any of our opinions, or for any other reason.

Without our written consent (i) no person other than you may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iii) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance. This letter is not to be used, circulated, quoted, relied upon or otherwise proffered for any other purpose, nor quoted or referred to in any public document or filed with any governmental agency or other person, without our express written consent, except that it may be disclosed to, but not relied upon by, governmental agencies having jurisdiction over you.

Sincerely,

KIRKLAND & ELLIS LLP

(b) (6)

By _____

Support Certificate

United Tactical Systems, LLC (herein called the “Transferee”) hereby certifies and agrees that:

1. Introduction. Kirkland & Ellis LLP has acted as special legal counsel to the Transferee in connection with the novation of GSA Federal Supply Schedule Contract No. GS-07F-0067M in connection with that certain Assignment and Assumption Agreement dated as of August 8, 2014 (“Assignment Agreement”), executed by Advanced Tactical Ordnance Systems, LLC (the “Transferor”) in favor of the Transferee. At the request of the Transferee, Kirkland & Ellis LLP will deliver an opinion letter to the United States of America (the “Opinion Recipient”). The term “Kirkland Opinion” whenever it is used in this certificate means the opinion letter which Kirkland & Ellis LLP will actually deliver to the Opinion Recipient. Each term which is defined or given a special meaning in the Kirkland Opinion has the same meaning whenever it is used in this support certificate (the “Certificate”).

2. Purpose. The Transferee has provided this Certificate in order to provide Kirkland & Ellis LLP with factual information needed by Kirkland & Ellis LLP in order to issue the Kirkland Opinion. The Transferee has made inquiries and investigations reasonably calculated to assure that the information provided in this certificate is accurate and complete, including (i) inquiries of appropriate personnel responsible for legal matters, financial matters and compliance with governmental requirements and (ii) identification and review of relevant documents. The Transferee understands that Kirkland & Ellis LLP will not check, audit or otherwise attempt to verify the information in this Certificate. The Transferee intends and agrees that Kirkland & Ellis LLP and the Opinion Recipient may rely upon this Certificate and all information provided in this Certificate.

3. Charter. The copy of the Transferee’s Certificate of Formation (herein called the Transferee’s “Charter”) in the version certified by the responsible governmental office in the Transferee’s state of formation and delivered to the Opinion Recipient is accurate and complete and represents the terms of the Transferee’s Charter as constituted at all times since the date of the latest amendment thereto indicated in that certificate.

4. Operating Agreement. The copy of the Transferee’s Operating Agreement in the version attached to the certificate issued by the Transferee’s Vice President to the Opinion Recipient is accurate and complete and represents the terms of the Transferee’s Bylaws as constituted at all times since prior to the adoption of the initial resolution authorizing the transactions specified in the Assignment Agreement.

5. Good Standing. The Transferee’s practice is to make on a timely basis all filings and tax payments it was required to make under the statute under which it is organized and under the statutes under which it has qualified to do business in other states. The Transferee has not received any notice from any governmental authority that any such filing or tax payment which the Transferee has not made is delinquent or due or that the Transferee is not in good standing in its state of formation or in any state in which it has qualified as a foreign corporation. The Transferee has no reason to believe that it is not in existence or good standing in its state of formation, that it has ceased to be qualified to do business or in good standing in any state in which it was previously qualified, or that it has not qualified in any state in which such qualification is required.

6. Authorizing Resolutions.

(a) Attached hereto as Exhibit A is a complete and accurate copy of a resolution adopted by the Transferee's Managing Member on July 25, 2014. Such resolution has not been amended or rescinded and remains in full force and effect on the date hereof.

(b) At the time the Managing Member adopted the resolutions cited in the preceding paragraphs, the Managing Member was elected or appointed in accordance with the requirements in the Charter and the Operating Agreement. The resolutions were adopted by written consent in lieu of a special meeting of the managing member in such manner as is necessary to satisfy the requirements in the Transferee's Operating Agreement.

(c) The Managing Member has not adopted any other resolutions which (i) restrict the Transferor's authority to enter into the Assignment Agreement or to engage in any actions to be taken under or by reason of the Assignment Agreement or (ii) restrict the Managing Members authority to approve any such action or activity or (iii) would otherwise restrict the Transferee's execution or delivery of the Assignment Agreement or any activity to be taken under or by reason of the Assignment Agreement.

7. Authorized Officers. Each individual who has executed the Assignment Agreement was validly appointed to the officership position or other position with the Transferee indicated in connection with such execution and held that office at the time of such person's execution and delivery of the Assignment Agreement and any other documents.

8. No Required Governmental Approvals. Except as contemplated by the Assignment Agreement, the Transferee does not engage in any banking, insurance, common carrier, broadcasting, utility or other regulated activities to a degree which require it to obtain approval from any governmental authority as a condition to executing or delivering the Assignment Agreement or to performing any of its obligations thereunder. The Transferee is not aware of any filing required to be made or any governmental permit or authorization required to be obtained in connection with the execution or delivery of the Assignment Agreement or the performance of any of the Transferee's obligations thereunder which has not been made or obtained on or prior to the date hereof.

9. No Known Breach. The Transferee is not aware of any contract or other obligation which would be breached by the Transferee's execution or delivery of the Assignment Agreement or any activity to be taken under or by reason of the Assignment Agreement.

10. No Omissions. The Transferee does not know of any other fact or development which indicates that any advice given in the Kirkland Opinion is inaccurate or misleading.

Dated: December 16, 2014

UNITED TACTICAL SYSTEMS, LLC

By: (b) (6)
(b) (6)
Title: Vice President

UNITED TACTICAL SYSTEMS, LLC
CONSENT IN LIEU OF A SPECIAL
MEETING OF THE MANAGING MEMBER

July 25, 2014

The undersigned, being the Managing Member of United Tactical Systems, LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting, hereby takes the following actions and adopts the following resolutions by written consent pursuant to the Limited Liability Company Agreement of the Company (the "LLC Agreement") and Section 18-404 of the Limited Liability Company Act of the State of Delaware:

ASSET PURCHASE AGREEMENT

RESOLVED, that the form, terms and provisions of the Asset Purchase Agreement, dated as of the date hereof, by and among the Company and the other parties thereto (the "Asset Purchase Agreement"), substantially in the form reviewed by the undersigned, and the Company's performance of its obligations under the Asset Purchase Agreement, be, and hereby are, in all respects approved, and further resolved, that the President, any Vice President, Treasurer or the Secretary of the Company (the "Proper Officers"), be and each hereby is, authorized and directed to execute and deliver the Asset Purchase Agreement, and each of the agreements, instruments, certificates and documents contemplated by the Asset Purchase Agreement, in the name and on behalf of the Company substantially in the forms hereby approved, with such changes therein and modifications and amendments thereto as any of the Proper Officers may in their discretion approve, which approval shall be conclusively evidenced by their execution thereof.

MISCELLANEOUS

FURTHER RESOLVED, that facsimile or photostatic copies of signatures to this consent shall be deemed to be originals and may be relied on to the same extent as the originals.

FURTHER RESOLVED, that the actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Managing Member duly called and constituted pursuant to the LLC Agreement and the applicable laws of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned has executed this consent as of the
date first written above.

UNITED TACTICAL SYSTEMS
INTERMEDIATE HOLDINGS, LLC

By:  (b) (6)
(b) (6) 
Its: President

Novation Agreement

Advanced Tactical Ordnance Systems, LLC (“Transferor”), a limited liability company organized and existing under the laws of Indiana with its principal office in Fort Wayne, Indiana; United Tactical Systems, LLC (“Transferee”), a limited liability company organized and existing under the laws of Delaware with its principal office in Lake Forest, Illinois; and the United States of America (“Government”) enter into this Agreement as of December 19, 2014.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers, has entered into certain contracts with the Transferor, as shown in the attached list marked ‘Exhibit A’ and incorporated in this Agreement by reference. The term “the contracts,” as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term “the contracts” are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of August 8, 2014, the Transferor has transferred to the Transferee the Contracts by virtue of an Assignment and Assumption Agreement entered on August 8, 2014 between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer involved in performing the contracts.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government’s interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities

of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By _____

Title _____

Advanced Tactical Ordnance Systems, LLC

By (b) (6)
(b) (6)

Advanced Tactical Ordnance Systems, LLC

I, (b) (6) certify that I am the Manager of Advanced Tactical Ordnance Systems, LLC, that I, who signed this Agreement for this company, was then Manager of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this company this day of December 19, 2014.

By (b) (6)
(b) (6)

United Tactical Systems, LLC

(b) (6)

By

Title: President

Certificate United Tactical Systems, LLC

I, David Reed, certify that I am the Vice President of United Tactical Systems, LLC, that Joshua Mack, who signed this Agreement for this company, was then President of this company; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of December 19, 2014.

(b) (6)

By

Exhibit A

1. GSA Federal Supply Schedule Contract No. GS-07F-0067M by and between the General Service Administration and Advanced Tactical Ordnance Systems, LLC.